

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. <b>EP-W-11-017</b>		3. EFFECTIVE DATE <b>2/1/2011</b>		4. REQUISITION/PURCHASE REQUEST PROJECT NO. <b>PR-HQ-09-13262</b>	
6. ISSUED BY <b>Environmental Protection Agency National Procurement Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460</b>		5. ADMINISTERED BY (if other than item 6)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>ICF INCORPORATED, L.L.C. 9300 Lee Highway Fairfax, VA 22031</b>				8. DELIVERY [ ] FOB ORIGIN [ ] OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT <b>N/A</b>	
10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:				ITEM <b>12</b>	
CODE		FACILITY CODE			
11. SHIP TO MARK FOR CODE		12. PAYMENT WILL BE MADE BY <b>U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711</b>		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 283(c)( )		14. ACCOUNTING AND APPROPRIATION DATA <b>See Accounting and Appropriation data in Section B</b>			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					<b>\$107,631,975.00</b>
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required) To sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract, (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed hereinafter.)			18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) <b>F. Michael Gray, Vice President, Director of Contracts</b>			20A. NAME OF CONTRACTING OFFICER <b>KAMI K. MOLTE</b>		
19B. NAME OF CONTRACTOR BY <i>F. Michael Gray</i>		19C. DATE SIGNED <b>1/28/2011</b>	20B. UNITED STATES OF AMERICA BY <i>Kami K. Molte</i> (Signature of Contracting Officer)		20C. DATE SIGNED <b>2/1/11</b>
NSN 7540-01-162-8069 PREVIOUS EDITION UNUSABLE		26-107		STANDARD FORM 26 (REV 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)	

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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DCN	BEYS	FUND	ORG	PRC	STTF/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/ C
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THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

## B.1 PRICING OF TASK ORDERS

(a) The fixed labor rates shown in Attachment (5) shall apply for payment purposes for the duration of the contract for any task order issued on a time and materials basis. Attachment (6) sets forth the definitions for each of the fixed rate labor categories. If circumstances driven by the nature of the work being performed or by the labor market warrant changes to the labor categories or specifications, these attachments may be modified by mutual agreement during contract performance.

(b) The rates in Attachment (5) shall also be used to establish not-to-exceed price for any firm fixed price (FFP) under this contract. The not-to-exceed FFP on any such task order will be established by multiplying these rates by agreed to hours, and adding in other direct costs (ODCs) plus any profit on ODCs. Profit on ODCs shall (b)(4)

(c) For purposes of pricing Time and Material and Firm Fixed Price Task Orders, the contractor shall provide an estimate of the labor hours to be incurred by period (1-12 months, 13-24 months, etc). The appropriate labor rate from Attachment (5) will then be applied to the agreed-to hours to be incurred in the applicable period.

(d) The rate, or rates, set forth in Attachment (10) above cover all labor expenses for both the prime contractor and any subcontractors, including direct labor costs, overtime, clerical labor, administrative labor, management labor, fringe benefits, overhead, general and administrative expenses, and profit.

(e) For T&M Task orders, the Contractor shall invoice for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the TOPO. The Contractor shall maintain time and labor distribution records for all employees who work under the T&M task order. These records must document time worked and work performed by each individual on all T&M task orders.

(f) For task orders issued on a cost-plus-performance-fee basis, the available performance fee shall equal        \*        % of estimated costs. For task orders issued on a a cost-plus-fixed-fee basis, the fixed fee shall (b)(4)

(b)(4)

and (b)(4)

(b)(4)

\*To be inserted by the government at time of contract award

## **B.2 DIRECT CHARGE FOR CONTRACTOR TRAINING**

(THIS CLAUSE IS APPLICABLE TO TASK ORDERS ISSUED ON A COST-REIMBURSEMENT BASIS/Function Area 1: Integrated Program Support (IPS) Services ONLY)

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Task Order Statement of Work. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure its personnel receive appropriate safety, health, and environmental training in accordance with the Federal, state, and local requirements prior to assigning any task that requires such training. The Contractor shall provide documentation of such upon request of the TOPO, PO, or CO. The Government will not directly reimburse the cost for contractor employees to meet or maintain minimum contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for the training will only be considered for reimbursement under this contract with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of task order award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior approval by submitting a written request through the TOPO and PO that includes, at a minimum, the following information:

(1) Individual to be trained (identify position and job duties under the contract);

(2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements, identifying by number and title of the task order that will benefit from training and describe in detail how the training relates to the statement of work and job duties under the contract);

(3) Estimated cost. (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request within 15 work days of request. Approval of project plans that include training as an other direct cost element shall not be construed to the training is approved, i.e., separate written approval shall be obtained pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms and conditions of this clause.

## **B.3 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$15,000. The amount of all orders shall not

exceed \$107,631,975.

**B.4 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

(THIS CLAUSE IS APPLICABLE TO TASK ORDERS ISSUED ON A COST-REIMBURSEMENT BASIS/Function Area 1: Integrated Program Support (IPS) Services ONLY)

- (a) The estimated cost of this contract is \_\_\_\_\_.
- (b) The fixed fee is \_\_\_\_\_.
- (c) The total estimated cost and fixed fee is \_\_\_\_\_.

**B.5 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

(THIS CLAUSE IS APPLICABLE TO TASK ORDERS ISSUED ON A COST-REIMBURSEMENT BASIS/Function Area 1: Integrated Program Support (IPS) Services ONLY)

In each task order proposal requested by the Government in accordance with "PLACEMENT OF TASK ORDER - SECTION G", the contractor shall propose an estimated amount of Other Direct Cost. These costs are limited to those directly related to performance of the specific task order. Direct cost in excess of the agreed amount for each task order shall not be an allowable direct charge to this contract without written approval of the Contracting Officer.

**B.6 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(THIS CLAUSE IS APPLICABLE TO TASK ORDERS ISSUED ON A COST-REIMBURSEMENT BASIS/Function Area 1: Integrated Program Support (IPS) Services ONLY)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of TBD is allotted to cover estimated cost. Funds in the amount of TBD are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through TBD.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

**B.7 CONTRACT LINE ITEM NUMBER (CLINS)**

FUNCTIONAL AREA 01

CLINS 0001: FA 02 - SOW 4.1-4.12 \$NTE\* \$107,631,975.00

EP-W-11-017

NTE Amount inclusive of direct, indirect, and ODCs, Fee, and profit

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 ADDITIONAL REQUIREMENTS FOR TASK ORDER PERFORMANCE**

The Contractor shall perform the specific requirements of issued Task Orders under the following guidelines:

1. For each Task Order, the Contractor shall designate a Technical Project Manager who shall be responsible for all work under the project and shall be the primary Contractor point of contact on the Task Order for the TOCOR and Contract COR;
2. The Contractor may be required to meet periodically with the TOCOR and other authorized personnel, including the Contract COR, to review the progress and accomplishments, to discuss and resolve problems, to evaluate impact of the Agency ADP policies on the Task Order objectives and contractor performance;
3. The Contractor may be required to provide technical administrative assistance in preparation of technical or programmatic documentation that may be useful for correspondence pertaining to work under the Task Order;
4. Contractor personnel shall, if necessary for Task Order performance, acquire access to and use the Agency's electronic mail system (the national Agency system, a local system, or both, as required by the TOCOR) to communicate with TOCORs and other authorized personnel on contract-related matters. The Contract COR or TOCOR will arrange for establishment of user IDs if required. The Contractor shall have the capability of exchanging electronic mail with the Agency;
5. Contractor personnel who obtain access to the Agency's computing and network facilities shall complete the same level of information security awareness training as is required of Agency employees with similar access;
6. The Agency will critically examine all technical input from the Contractor and perform final approval of all documents, in accordance with requirements of a valid Task Order;
7. The Contractor is neither required nor permitted to make decisions or judgments on behalf of the Agency. Required functions may require development and documentation of opinions and judgments by the Contractors; in all cases, the Contractor shall submit these options and recommendations to the TOCOR or other cognizant federal employee for review and approval;
8. The Contractor shall review all deliverables prepared under the contract to ensure quality terms of technical content, grammar, format, and appropriateness for the intended audience, in accordance with the requirements in the "Statement of Work" in

Section C. The Contractor shall maintain libraries at the Contractor's premises. Each library shall contain all deliverables in paper and electronic format. In 12 month increments (Month 1-12, 13-24, 25-36, 37-48, 49-60, and extension of contract 61 +) Contractor shall submit a provisional library to the Contract COR. The Provisional Library, The Contractor shall be responsible for identifying deliverables by Task Order, Tracking deliverable status (e.g., overdue, completed, etc.) And reporting such status as may be required by the Contract COR. At the termination of the contract, the Contractor shall deliver a complete/final library to the Current Project Officer.

9. At all meetings and briefings, Contractor employees shall identify themselves as Contractor employees and shall prominently display badges identifying themselves as such. The content and agenda of any meeting or briefing conducted by the Contractor shall be reviewed and subject to the final approval of the Agency. All materials to be distributed by the Contractor will be reviewed and subject to the final approval of the Agency.
10. In addition to the progress reporting requirements of Section F, the Contractor shall be prepared to produce deliverables and conduct and participate in meetings and briefings as follows:

(i) The Contractor shall attend periodic (normally bi-weekly) status meetings with authorized Agency personnel, Contract Contracting Officer Representative (COR), Task Order COR, and designees. The COR will announce the time, location, and frequency of the meetings, which may vary over the life of the contract. Contractor attendees ordinarily will include those knowledgeable and involved in performance on Active Task Orders, including the Program Manager, Deputy Program Manager, and a representative of each corporate entity (prime and subcontractors) involved in performance on active Task Orders plus other contract personnel as required. At these meetings, the Contractor will report to the Agency on the status of ongoing contract issues and Task Order progress, and the COR will provide relevant information to the Contractor.

(ii) The Contractor shall give briefings and presentations as required in fully approved Task Orders. Some of these briefings shall focus on overall contract or individual Task Orders performance, relevant technical and management issues, forecast of technical resource requirements, and application of Agency policies and guidelines. The Contractor shall present briefings to TOCOR's and authorized personnel concerning performance, accomplishments, and issues related to individual Task Orders.

(iii) Additional briefings may be required to describe and review contract performance relative to special technical subject areas, and to provide a forum for discussion of opportunities for technology transfer and sharing of resources for common development of required management information systems.

(iv) In recognition of the Contractor's responsibility and accountability for all work performed on the contract, whether performed by the Contractor itself or by its subcontractors, a knowledgeable representative of the Contractor shall attend briefings and presentations that any subcontractors provide as deliverables under a Task Order.

(v) Contractors attendance at Agency meetings will be limited to those times and instances when they play a particular role to play or presentation to make.

## **C.2 CONFLICT OF INTEREST PLAN**

The contractor shall comply with the approved conflict of interest plan. The contractor's plan shall be included as part of the contract (See Attachment 4).

## **C.3 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.



13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

#### **C.4 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included set forth

##### **1.0 CONTRACT PURPOSE AND SCOPE**

ITS-BISS II replaces EPA's current Information Technology Solutions - Business Information Strategic Support (ITS-BISS) Contract. ITS-BISS II is a Multiple Award Contract awarded and managed by EPA's Office of Acquisition Management (OAM). EPA's Office of Technology Operations and Planning (OTOP) is the contract sponsor. ITS-BISS II provides multiple opportunities for small business to support EPA's Information Program.

ITS-BISS II (pronounced Its-Biz) provides EPA with a broad range of information technology and information management (ITIM) technical and professional services with emphasis on integrated program management support services and independent assessments and support services. Collectively these services provide EPA with support for implementing key ITIM federal statutes and policies including the Clinger Cohen Act, Government Performance Results Act, Paperwork Reduction Act, Federal Information Security Management Act, and OMB Circulars. ITS-BISS II also provides services to support EPA information priorities such as implementing enterprise information tools and services. The contract Statement of Work (SOW) for ITS-BISS II is divided into two functional areas (FAs). They are:

##### **Functional Area 1:**

The Integrated Program Support Services (Functional Area 1) of the contract covers Sections 4.1 - 4.12 of the SOW. This functional area includes core ITIM services such as Policy, Planning, Information Security, Investment Management, Enterprise Architecture, IT Architecture, and Program and Project Management. Functional Area 1 (FA1) also includes other important ITIM support services such as Training, Human Capital Management, and Communications Support.

##### **Functional Area 2:**

The Independent Assessments and Support Services (Functional Area 2) of the contract covers Sections 4.13 - 4.15 of the SOW. Functional Area (FA2) includes core ITIM services such as Systems Analysis and Support, Acquisition Management Support, and Independent Assessment Services. The Systems Analysis and Support Services includes services such as Systems Definition and Business

Case (Exhibit 300) Development Services. The Independent Assessments and Support Services includes services such as Risk Assessment Support and Independent Verification and Validation (IV&V) Services.

The ITS-BISS II contract will be national in scope and will support EPA's Office of Environmental Information (OEI) as well as EPA's National Program, Administrative, Regional and Field Offices. The ITS-BISS II Contract will be OEI's primary source of advice and assistance for ITIM Program and Independent Assessments and Support Services. The contract also is intended to fully support the ITIM needs of EPA's program, administrative, regional, and research offices. These customers may require comprehensive ITIM program support on a multi-year basis, or may have short-term, single purpose task order requirements. Therefore, the program and independent assessment and support requirements described in the SOW are intended to provide EPA customers with comprehensive cradle-to-grave advice and assistance in solving any analytical, planning, development, implementation, evaluation, or tool and other program support challenge. Other Federal departments and agencies also may access ITS-BISS II through Interagency Agreements subject to the requirements of the base contract. ITS-BISS II also may provide contract support to EPA's Technology and Information Security Program. However, EPA does not intend to utilize ITS-BISS II to support its Automated System Security Evaluation and Remediation Tracking (ASSERT) tool.

The current ITS-BISS Contract is a performance-based contract (PBC). Task orders issued under the contract are implemented as performance-based orders to the maximum extent practical. ITS-BISS II will retain this performance-based approach. Task orders also will be competitively awarded based on the Federal Acquisition Regulation's (FAR's) Fair Opportunity to Compete requirements. EPA's Task Order Competition (TOC) Process will provide the procedural framework for competing individual task orders. EPA plans to make extensive use of both the written and oral proposal presentation methods of awarding task orders. Customers that utilize the contract will specify their project objectives and requirements, including product or deliverable specifications, at the task order level. Some task orders issued under the contract will require detailed financial and progress reporting, including cost tracking at the product or deliverable level.

Notes: Throughout this document the contract initials ITS-BISS II and ITS-BISS (pronounced Its-Biz) are used interchangeably. The initials ITIM are used throughout this SOW to convey that the scope of this acquisition covers both the areas of Information Technology and Information Management.

## 2.0 CONTRACT OBJECTIVES

EPA has established several broad performance objectives for the ITS-BISS II Contract. The ability to achieve these objectives will depend in large part on the ability and commitment of the ITS-BISS II contractors (individually and collectively) to lead, manage, innovate, collaborate, and deliver technical excellence on contract task orders and projects and the across the contract as a whole. The objectives are:

- ITS-BISS II is consistently the contract-of-choice for EPA customers seeking information program support services and independent assessment support services based on a strong customer outreach and service model, a

well-executed task order (TO) award process, and task order proposals that are technically excellent and highly competitive and reflect ITIM best practices.

- Contract customers, managers, and stakeholders identify ITS-BISS II as one of EPA's best performing contracts based on a reputation for consistently delivering outstanding technical and management services and solutions to EPA's emerging and ongoing ITIM needs.

- Customers and stakeholders recognize the value of the ITS-BISS II contract based on its contribution to improving the performance and maturity of EPA Information Program, particularly in facilitating cross-project and program learning, coordination and collaboration.

EPA expects that achieving these objectives will require each ITS-BISS Contractor to:

- Establish and maintain a strong understanding of the mission, goals, and objectives of EPA's environmental, administrative, and information programs.

- Establish and maintain a proactive ITS-BISS II outreach and coordination program to communicate and share information with existing and prospective customers and stakeholders on the contract's services, capabilities, lessons learned, opportunities for cross-project and program coordination, and on the value proposition of the contract for the customer.

- Establish and maintain a Task Order Proposal (TOP) process capable of responding rapidly to a diverse and large portfolio of Task Order Requests for Proposals (TORFPs) during the contract transition period and throughout the life of the contract.

- Establish, maintain, and grow a core team of highly skilled ITIM professionals, led by a strong and active Management Team, which is collectively capable of delivering quality results on a consistent, sustainable basis for contract customers.

- Offer Task Order Proposals (TOPs) that demonstrate customer-focus, technical excellence, effective project management, appropriate staffing, competitive pricing, ITIM best practices, and cross-project and program coordination.

- Deliver on TOP commitments with quality products and services that meet customer requirements and specifications the first-time, on budget and on schedule.

- Demonstrate the ability and commitment to collaborate in tangible ways with its peer ITS-BISS II contractors and with other OEI contractors to the benefit of EPA's information community.

- Maintain a strong working knowledge of Federal and EPA ITIM policies, standards, and best-practices and the ability to apply them to EPA task order projects.

### 3.0 KEY CONTRACT INFORMATION

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the

requirements of the contract and task order statements of work. The contractor shall be responsible for training contract personnel, as necessary, to perform the requirements of a task order. The contractor shall provide this training at no direct cost to the government. With the exception of the information and reporting requirements outlined in Section 3.3: Enterprise and Cross-Program Coordination, and Section 3.4: Task Order Performance Reviews, the Contractor shall perform work under this contract only as directed under Task Orders issued by the authorized EPA ordering officers.

### 3.1 Definitions

EA - Enterprise Architecture: A strategic information asset base; which defines the business, the information necessary to operate the business, the technologies necessary to support the business operations, and the transitional processes necessary for streamlining business processes and implementing new technologies to improve service to citizens.

HPO - High Performing Organization: An HPO organization utilizes management controls, processes and systems that are consistent with prevailing best practices and demonstrates performance that is comparable or exceeds other providers in the same sector whether public or private.

OEI - Office of Environmental Information: Supports the Agency's mission of protecting public health and the environment by integrating high quality environmental information to make it useful for informing decisions, improving information analyses, documenting performance, and measuring success. The office, in consultation with its many different internal and external stakeholders and partners, establishes and oversees information policies and procedures to address the concerns of local, state, and federal government; tribes; the regulated community; interest groups; the general public; and EPA managers and staff. Specifically, the office performs the following major functions:

- Fulfill the responsibilities of the EPA's Chief Information Officer in accordance with the Clinger-Cohen Act.
- Serve as a point of contact for EPA's external partners on information issues and assist them in locating, using, and leveraging information and services.
- Provide leadership for improving the quality and utility of EPA's data and information.
- Improve the efficiency of data and information collected by EPA to fulfill current and future information needs, while reducing the costs and other burdens for partners and stakeholders.
- Ensure that the best practical and cost-effective technology is applied to meet EPA's current and future information needs.
- Provide leadership in the integration, analysis, and interpretation of environmental data, by producing products and policies that represent best practices and are responsive to customer needs.
- Provide the public with high-quality and useful information on environmental quality, status, and trends with the goal that our customers

will be empowered to use the data and information to enhance their health and protect the environment in their communities.

- Ensure that EPA shares environmental data and information with our partners and the public in a consistent, efficient manner that avoids conflicting or confusing messages and promotes user understanding through contextual information.

OMB - Office of Management and Budget: Assists the President in the development and execution of his policies and programs. OMB has a hand in the development and resolution of all budget, policy, legislative, regulatory, procurement, e-gov, and management issues on behalf of the President. OMB is composed of divisions organized either by Agency and program areas or by functional responsibilities. However, the work of OMB often requires a broad exposure to issues and programs outside of the direct area of assigned responsibility.

OTOP - Office of Technology Operations and Planning: Is the Agency focal point for policy, management and implementation of EPA's information technology (IT) infrastructure, and oversight of federal and Agency statutes, regulations, and standards. The office head serves as the Chief Technology Officer (CTO) of EPA and the Deputy Chief Information Officer for Technology. The Office is responsible for information technology leadership at EPA under the CTO. The Office has overall responsibility for programs and functions of:

- IT Policy and Strategic Planning
- Program Management Oversight and Implementation
- Hardware and Software Solutions for end-user and other IT professionals as necessary to support Government programs.

### 3.2 Advisory and Assistance Services (AAS)

This contract includes the full range of advisory and assistance services described in FAR Part 37, and related services of a similar nature, whether or not they are actually deemed advisory and assistance. This contract allows for provision of those services whether they relate directly to information technology or are ITIM solutions for issues of EPA program management and administration in a broad sense.

### 3.3 Enterprise and Cross-Program Coordination

The Contractor shall actively look for opportunities to facilitate cross-project and program coordination and collaboration to advance ITIM at EPA. As the Contractor gains institutional and technical knowledge of EPA while working on task orders or conducting outreach activities, the Contractor shall provide this type information to contract customers, stakeholders, and to the OEI ITS-BISS Contract Management Team on an ongoing basis. On an annual basis, the contractor shall present this information in the form of a report to the OEI Contract Team and contract customers and stakeholders. The report shall describe the progress and the accomplishments in facilitating cross-project and program coordination through ITS-BISS contract activities. The report also shall at a minimum provide examples of cross-project and program coordination on ITS-BISS task orders and outreach activities, describe lessons learned, and highlight opportunities for improved coordination, including opportunities for better leveraging EPA's ITIM enterprise tools and services and improving the efficiency and effectiveness of EPA's ITIM program. EPA reserves the right to establish and modify the format of this report in

consultation with the contractors.

### 3.4 Task Order Performance Reviews

The contractor shall provide the EPA ITS-BISS Contract Management Team with a Quarterly Task Order Performance Report. The report shall provide summary cost, schedule, and performance data on all active and recently completed task orders. The update shall also describe any important issues and concerns potentially affecting cost, schedule, and performance (e.g., delivery of required deliverables) on any active or recently completed orders. The report shall be based on the actual data from the monthly task order progress reports as well as other appropriate sources. In the quarterly report, the contractor shall also identify any immediate cross-project and program coordination opportunities or challenges. On an annual basis, the contractor shall submit a synthesis of the quarterly task order performance data in the form of an annual report. The annual report also shall describe accomplishments and lessons learned. EPA reserves the right to establish and modify the format of this report in consultation with the contractors. Both the quarterly and annual reports shall be submitted in electronic format.

### 3.5 Location

It is anticipated that most work under this contract will be performed in Washington, D.C. and Research Triangle Park, N.C. Work may also be performed in other EPA locations such as Regional or Field Offices. Some work may occur at other federal agencies or state and local governments.

## 4.0 REQUIREMENTS

The functional requirements of the ITS-BISS II Contract are divided into two areas. They are:

- Integrated Program Support Services (Functional Area 1)
- Independent Assessments and Support Services (Functional Area 2)

EPA's requirements for Integrated Program Support Services are described in Sections 4.1 - 4.12 of the ITS-BISS II SOW. EPA's requirements for Independent Assessments and Support Services are described in Sections 4.13 - 4.15 of the SOW.

In general, the services and support described in this section are the primary types of work to be conducted under this contract. Absence in this section of specific mention of a category or service does not necessarily mean that such service cannot be provided by this contract. EPA's designated Contracting Officer, in consultation with EPA's designated Project Officer, will make the final determination of whether a requested advisory and assistance type of support that is not specifically addressed below may be performed. Consistent with the scope and purpose of the contract, the contractor shall provide a full and complete range of technical and professional support to EPA to assist with any and all aspects of analyzing, planning, designing, developing, implementing, managing, reporting, and otherwise supporting EPA's ITIM requirements. This contract may not be used to a) acquire hardware, software, or communications resources on behalf of the government except as may be necessary and specifically authorized to support Task Order performance, b) construct and/or implement production hardware, software, or telecommunications systems, or c) provide ordinary operation, maintenance, or repair services for any item of EPA's information infrastructure. Any hardware, software, or communication resources acquired in the performance of

this contract must comply with EPA's architecture or other ITIM policies or standards.

No litigation support activities or legal research may be performed under this contract. For task orders involving analyses, studies, and audits, the contractor shall provide options and recommendations together with a detailed substantiation for any recommendations. EPA shall make all final decisions regarding the adoption or implementation of any recommendations made under this contract.

## **Integrated Program Support (Functional Area 1)**

### **Sections 4.1 -4.12**

#### **4.1 Policy**

The Clinger Cohen Act, Paperwork Reduction Act, Federal Information Security Management Act, and other Federal ITIM statutes, policies, and executive orders require EPA and other Federal CIOs to establish and implement policies, plans, and controls to ensure the effective management of Federal information technology resources. The contractor shall provide services to support compliance with these and other related statutory, regulatory, and policy requirements. The contractor shall provide a broad range of technical and professional services to support EPA's ITIM policy functions and operations at all levels of the organization and across all elements of this statement of work. This support may include, but may not be limited to:

- Analyzing, developing, maintaining, communicating, implementing, and evaluating ITIM policies, procedures, standards, guidance and other related policy documents or tools.
- Providing support for managing policy program operations, including maintaining policy documents and plans, developing and maintaining standard operating procedures for the policy development process, creating templates for policy-related documents, and maintaining status information on existing EPA ITIM policies (e.g., sunset dates, responsible organizations, etc.)
- Identifying and analyzing policy drivers and gaps that will support program strategy development and recommendations for addressing them.
- Providing tools, advice, and assistance to support policy implementation.
- Monitoring compliance with ITIM policies and measuring their effectiveness.
- Providing support for developing, revising, and implementing EPA's IT Waiver process and tools.

The policy support described in this section covers EPA's ITIM policies as well as support for EPA involvement in cross-government policy initiatives (e.g., Federal Segment Architecture Methodology initiative).

#### **4.2 Planning**

The Paperwork Reduction Act requires federal agencies to develop and maintain a Strategic Information Resources Management (IRM) Plan that describes how ITIM activities support the accomplishment of EPA missions. The Clinger-Cohen Act, as implemented in federal policies and directives, requires agencies to develop and implement strategic and tactical ITIM plans. EPA also is seeking contractor support to strengthen its planning function and operations in areas of IT Capacity Planning and Green IT.

**IT Capacity Planning:** The contractor shall provide a broad range of technical and professional services to support EPA's IT capacity planning function and

operations. This support may include, but may not be limited to

- Providing advice and assistance to support EPA in establishing and implementing an IT capacity planning function and operation.
- Developing, analyzing, and supporting the implementation of metrics and statistics for measuring and evaluating the usage, capacity, and performance of EPA's IT infrastructure, network, and IT assets.
- Scanning and analyzing research and authoritative information on future IT trends and directions, and providing advice on the potential issues and implications of these trends for EPA.
- Conducting research and gathering data to develop and analyze IT planning scenarios, perform scenario and trend analysis, support the implementation or enhancement of existing EPA planning processes, and support the development and implementation of new planning processes.

**Green IT Planning:** The contractor shall provide comprehensive Green IT planning, advice and assistance services to EPA information organizations and programs. This support may include but may not be limited to:

- Providing advice and assistance to EPA on developing and/or applying measures and metrics to support assessing EPA IT from an environmental stewardship perspective.
- Supporting EPA organizations and programs in assessing the performance of EPA's IT infrastructure and assets against Green IT measures and metrics.
- Advising and assisting EPA organizations and programs in researching, planning, developing, and implementing Green IT initiatives, projects, and programs.

**Other Planning Support:** The contractor also shall provide a broad range of technical and professional services to support EPA's ITIM planning functions and operations in meeting legislative and policy mandates. This support may include, but may not be limited to:

- Providing advice and assistance to support compliance with federal and EPA ITIM planning activities, policies or mandates. This may include analyzing, developing, maintaining, communicating, implementing, and evaluating EPA's ITIM planning policies, procedures, standards, guidance, tools or other documents.
- Developing, maintaining and supporting the implementation of ITIM strategic, tactical, performance, investment, architectural, business and other plans and planning processes.
- Assessing the effectiveness of new and existing ITIM plans, planning processes, and new technologies.

The contractor shall be knowledgeable of and experienced in applying federal and private sector ITIM planning best practices. In researching, assessing, and planning for new technologies, the contractor shall perform, obtain, and use long-term strategic technology assessments, projections, trend analyses, and the most-informed speculation available. The contractor shall map out likely scenarios for technological advancement and analyze their impact upon the needs and capabilities of EPA to use information and information technology as a strategic tool and method protecting the environment.

#### 4.3 Security

EPA's information security requirements are growing in response to new information security challenges and the ongoing requirements of federal



policies and statutes. EPA is continuing to build and strengthen its information security function and operations in response to these challenges with the goal of ensuring that EPA maintains its high level of compliance and performance.

The contractor shall provide a broad range of technical and professional information security support. This support may include, but may not be limited to:

- Supporting policy, planning and program development, management, implementation, evaluation, oversight, compliance, and outreach activities.
  - Providing advice and assistance on compliance support issues and tasks, including but not limited to security planning, risk and technical vulnerability assessment support, security testing and other related systems security support.
  - Provide advice and assistance on oversight issues and tasks, including support for program reviews, evaluations and audits.
- All studies, analyses, testing or other support provided under this contract shall conform to applicable federal, NIST, and EPA ITIM Security policies, procedures, and standards. All testing and oversight work performed under this contract shall utilize EPA approved tools unless otherwise designated by EPA's IT Security Program.

#### 4.4 Investment Management Advice, Assistance, and Support

EPA requires support to maintain and mature its investment management functions and operations. The contractor shall provide comprehensive investment planning and management advice and assistance to support EPA's Capital Planning and Investment Control (CPIC) Program. The contractor shall provide similar support to other EPA organizations seeking to develop and maintain an internal investment management capability.

The contractor shall provide a broad range of technical and professional services in support of EPA's ITIM investment management functions and operations. This support may include, but may not be limited to:

- Supporting the management and implementation of EPA's CPIC Program, including but not limited to:
  - o Developing, revising, and maintaining policies, processes, procedures, practices, tools, and technologies to strengthen and improve the program.
  - o Supporting the execution of all phases of EPA's CPIC process, including but not limited to, developing investment data calls, refining investment criteria, reviewing business cases, conducting portfolio analyses, supporting basic CPIC process management, providing material and assistance to support the executive committees that oversee the CPIC process, assisting with portfolio management tools and functionality (e.g. eCPIC), and, providing advice and assistance to support customers in developing high quality business cases. This process support also includes tool support (e.g., eCPIC or other tools selected to implement or manage the CPIC Program).
  - o Supporting EPA in producing the Office of Management and Budget Exhibit 300 and 53 business cases, e-Gov Scorecard Updates, and related issues.
- Providing advice and assistance to the EPA CPIC Program on program improvement initiatives and projects, including:
  - o Expanding the scope of the ITIM program to include a larger percentage of the EPA ITIM budget.
  - o Creating a more robust evaluation component to the CPIC process.
  - o Supporting the ongoing implementation of earned value management, operational analysis, and other investment tracking or monitoring tools and services.

- o Strengthening EPA's portfolio analysis knowledge and capabilities.
- o Integrating or aligning ITIM processes with EPA financial or other processes, identifying strategic opportunities for enhancing services and the program.
- Supporting and coordinating customer and stakeholder outreach, education and training activities.

- Providing support for Independent Verification and Validation (IV&V) activities and studies, including support for Independent Baseline Reviews (IBRs) and Management IV&Vs to support the Investment Management function.

- Providing support for business case development for CPIC major and non-major investments.

Business case services offered under the ITS-BISS II contract shall include any business case analytical or development support service necessary to develop a comprehensive and compliant Exhibit 300 business case document. Business case services also shall include comprehensive support for Earned Value Management, Operational Analysis, High-Risk Reporting, as well as, support for any other related requirement necessary to comply with existing or new EPA or OMB investment management requirements. All business case services offered under the ITS-BISS II contract shall reflect the best practices of both industry and government in performing this service.

Note: EPA intends to award task orders for Exhibit 300 Business Cases, IBRs, and IV&V studies primarily under Functional Area 2 of the contract.

#### 4.5 Enterprise Architecture

EPA requires an implementable Enterprise Architecture (EA) to improve the efficiency and effectiveness of how EPA business processes and practices support mission goals and manage data necessary to produce the right information for the right people in the right format. EPA's EA Program facilitates improved EPA operations and performance by providing architectural guidance, tools and training.

The contractor shall provide a broad range of technical and professional services to support EPA's enterprise architecture functions and operations at all levels of the organization and at all layers of the architecture. This support may include, but may not be limited to:

- Maturing and maintaining EPA's enterprise architecture at all layers across EPA's administrative, research and scientific, and environmental and health protection businesses. Examples of the layers are strategic, business, service, data, applications, technology and security.

- Supporting all EPA program, research, and administrative organizations in developing, refining, implementing and maintaining the baseline and target architectures and transition strategy to identify and support closing gaps. This support includes the provision of business process management and modeling services. This support also includes extending the existing architecture to other levels of an architecture framework (e.g., segment and solution levels).

- Supporting the management of the Enterprise Architecture Program, including but not limited to

- o Analyzing, developing, maintaining, communicating, implementing, and evaluating EA policies, procedures, standards, guidance, tools, or other documents.

- o Developing and maintaining architectural guidance, training to support EPA transformation initiatives, programs and Offices, and program support tools such as IMPART or other tools selected to implement or manage the EA Program)

- o Maturing, maintaining and implementing EPA's EA Segment Architectures,

governance process, and new EA software tools.

- o Linking and harmonizing the architecture to EPA's budget, investment review, and human capital planning processes and ensuring alignment between EPA's enterprise architecture with federal reference models and federal architecture models.
- o Performing EA reviews of EPA information systems at key points in the Systems Lifecycle and the CPIC process.
- o Providing meeting support to the EA Program for meetings of the EA Working Group (EAWG) or other groups, for EA presentations to the QIC or its subcommittees, and for EA program attendance at conferences or with conference materials.
- o Supporting EPA in developing and maintaining the target data architecture, enterprise data architecture (EDA) framework, data reference model (DRM), and EPA data policy.
  - Supporting EPA in producing OMB required EA reports such as the segment templates and self-assessments.
  - Supporting development and use of the architecture in a graphic analytical tool to facilitate enterprise analysis and business intelligence. EPA also requires support for envisioning, planning, analyzing, and supporting the development and implementation of a cohesive infrastructure for a Service Oriented Architecture (SOA) to support EPA applications to leverage the enterprise ITIM toolset.

#### 4.6 IT Architecture Management and Planning Support

The contractor shall provide advice and assistance to support the planning and management of EPA's Information Technology Architecture. This support may include, but may not be limited to:

- Contract services to support the planning, acquisition, and management of the EPA IT Architecture. The IT Architecture establishes the plans and guidelines governing the totality of EPA's IT infrastructure including hardware, software, telecommunications systems, and acquired infrastructure services. Examples of planning activities include technology research, alternatives analyses, cost analyses, feasibility studies, development of technical specifications, testing, prototyping, and development of recommendations for specific technology solutions. Examples of management support include oversight, assessment, monitoring, and reporting on infrastructure performance and include recommending technology, procedural, or other changes to improve performance. Management support also includes providing comprehensive advice and assistance in assessing and deploying new and existing technologies.
- Supporting and maintaining EPA's IT Architectural Standards. The IT Standards Profile delineates the technologies selected by EPA to perform various functions related to end-user computing and communications, application hosting, networking/telecommunications, and information security. The Standards Profile is integral to the technical design of EPA information systems. The contractor shall recommend changes based on EPA input and direction and industry technology trends and directions, and periodically revise the Standards Profile. This program support also includes support for EPA's ITIM councils and governance bodies including the Quality and Information Council (QIC) and QIC Subcommittee(s).
- Reviewing and analyzing system projects for compliance with the enterprise architecture and CPIC requirements, including assessing the consistency of these projects with EPA's system life cycle in the initiation

phase, technical compliance during the concept definition phase, and compliance with architectural requirements during the operations and maintenance phase.

#### 4.7 Program Management Support

The contractor shall provide program management and governance support to EPA. EPA requires advice and assistance to ensure oversight and support for ITIM activities at both the enterprise and program office levels. This includes but may not be limited to support for EPA's key governance structures and entities, including the Quality and Information Council (QIC) and its subcommittees and working groups. The contractor shall provide a comprehensive range of technical and professional services such as strategic consulting, portfolio management support, and other analytical and process support services to improve EPA ITIM governance and program management. The contractor shall also provide program management support services in the areas of project management and operations management. The contractor shall provide a comprehensive range of technical and professional services to support EPA's program management requirements, including:

- Providing advice and assistance in planning, designing, developing, implementing, and managing effective governance strategies and plans at the enterprise and program office levels.
  - Supporting customers in implementing and maintaining governance strategies, plans, activities, policies, procedures and tools.
  - Evaluating, recommending, and supporting the implementation of governance and program and project management tools and capabilities, including provision of training, outreach, education, and other support.
  - Assisting in the analysis, planning, designing, developing, selecting, implementing, integrating, and maintaining other project or program management tools such as resource, asset, cost, risk, and other management tools.
- The contractor shall provide advice and assistance that is based on government and industry best practices in the areas of governance and program and project management.

#### 4.8 Organizational Development and Human Capital Management

EPA requires advice and assistance in developing and strengthening its ITIM organizations and human capital management approaches. OEI and OTOP continue to transform existing business models to improve performance, better serve customers, and better lead on government-wide ITIM initiatives. Other EPA organizations are also seeking to transform their ITIM organization and operations in response to these and other business drivers. These transformation requirements reflect one aspect of EPA's need for organizational development and human capital management services. The Clinger Cohen Act and the Office of Management and Budget (OMB) require agencies to assess the requirements established for agency personnel regarding knowledge and skill in information resources management and the adequacy of those requirements for facilitating the achievement of the performance goals established for information resources management. They also require agencies to assess the extent to which agency positions and personnel meet those requirements; and develop strategies and specific plans for hiring, training, and professional development to rectify any deficiencies identified in meeting those requirements.

To support these needs, the contractor shall provide a broad range of technical and professional services to support ITIM organizational development and human capital management at all levels of the organization. This support may include, but may not be limited to:

- Performing organizational analyses and providing advice and assistance

to EPA organizations in evaluating and re-structuring organizational components and human resources investments and programs to attain optimal benefit from their ITIM resources and assets.

- Providing ITIM organizational assessment and planning support, including skill assessments; design and implementation of skills development programs; analysis of skills development tools; selection, acquisition, and implementation support for such tools; and related activities in support of organizational and workforce development. Organizational assessments for OTOP, OEI, and other customer offices may require the contractor to assess the performance or maturity of organizational, business, or ITIM functions processes, practices, activities, and services using applicable best practices information and benchmarks as a basis for comparisons. Skill assessments may require the contractor to focus on the gaps and the requirements to support agency efforts to implement ITIM best practices.

- Analyzing, consulting, and comprehensively supporting ITIM organizational development and human capital management issues, projects and initiatives for EPA contract customers. This support may include meeting planning support, developing and implementing assessments and plans to improve the organization and strengthen human capital management (HCM), and providing training and coaching to improve the performance and overall skill-level of the office.

#### 4.9 Customer Relationship Management

The contractor shall provide a broad range of technical and professional services to support EPA's customer relationship management function and operations at all levels of the organization. This support may include, but not be limited to providing advice and assistance to OEI and other EPA offices to support the planning, analysis, design, development, implementation, and management of ITIM services and support. It may also include performing customer, market, and emerging issues research, including providing timely advice on customer demographics, needs, and preferences, as well as providing research and recommendations on the best techniques for reaching and communicating with these potential customers and stakeholders with data and information.

Within OEI, OTOP provides ITIM services to customers across EPA through its portfolio of ITIM contracts for program management and compliance support; systems development; data center operations; and computer desktop provisioning services. EPA may require support for implementing customer relationship management in support of the services offered through these contract vehicles.

#### 4.10 Studies, Analyses, and Program Support

The contractor shall provide customers a broad range of technical and professional services in performing studies and analyses and in providing program support on a range of ITIM and programmatic issues. These analyses may be required to advise and assist customers with program development, management, performance, implementation, compliance or other requirements. This support may be provided as a requirement within a larger integrated program support task order. The studies, analyses, and program support provided by the contractor under this section of the SOW may include, but may not be limited to, systems, acquisitions, and independent assessment support.

#### 4.11 Communication Support

EPA requires communication support to effectively communicate information about its ITIM program, projects, and services to both internal and external parties (e.g., Congress and the public).

The contractor shall provide a broad range of technical and professional

services to support EPA ITIM communications activities. The contractor shall provide these services and support across EPA and to all levels of ITIM organizations. This support may include, but may not be limited to:

- Planning, analyzing, designing, developing, implementing and managing communications strategies, plans, products, tools, and services for customers.
- Supporting customers in planning and implementing targeted and specific communications and outreach activities to support ITIM program and project functions, activities, or events. Examples of communications products include, but are not limited to presentations, fact sheets, videos, DVDs, surveys, websites, poster-board displays, exhibit hall displays, press information, desktop publishing files, brochures, flyers, handouts, and procedure documents such as checklists for putting on events.
- Supporting the developing progress, accomplishments, and similar reporting tools to communicate program plans, activities, or performance.
- Supporting the communications activities associated with EPA meetings (routine and periodic) and conferences, including support for logistical arrangements, registration desk support, audio-visual arrangements, telecommunications support, identification of potential sites and provision of information for selection of sites, and development of information products.
- Research and evaluation to determine the best methods for communicating with customers and stakeholders, including the use of Web 2.0 tools and technologies.
- Printing and associated printing services within the limits of federal or EPA regulations.

#### 4.12 Training and Conference and Meeting Support

EPA requires a robust training capability that enables it to keep pace with a changing ITIM policy landscape, security challenges, and rapidly changing tools and technologies for the desktop, enterprise, and mobile workforce. The contractor may be required to provide a broad range of technical and professional services to support EPA's ITIM training requirements. The range of training that may be provided under this contract may include, but not be limited to, the provision of training to support all functional areas of this SOW. Examples include: policy, EA, CPIC, security, project management, communication, ITIL, and customer service. Examples of tools and technology training may include Microsoft Office, project management tools, and training for EPA desktop or mobile applications.

EPA's ITIM community has a broad range of conference and meeting support requirements. To meet these needs, the contractor shall provide technical and professional services to support ITIM meetings and conferences. This support may include, but may not be limited to:

- Planning, arranging, supporting, conducting, and/or facilitating meetings in support of the requirements of an existing task order. For example, assisting a customer organization in the preparation of a presentation for the Quality Information Council (QIC).
- Planning, arranging, supporting, conducting, and/or facilitating meetings for a designated or special purpose meeting. For example, arranging and supporting an organization's multi-day ITIM planning meeting. For such meetings, the contractor shall provide general meeting support including, but not limited to, planning and preparing agendas and supporting meeting materials, providing meeting facilitation support, taking and producing minutes, obtaining use of suitable meeting room(s), and providing other similar meeting support. The contractor may be required to collect, analyze, and present information specific to the objectives of the meeting. Procedures and examples for selection and approval of meeting and conference space and assistance occur in US EPA Office of the Comptroller Policy

Announcements 94-10, 92-07, and 89-02; US Office of Management and Budget Bulletin No. 93-11; and General Service Administration Amendment 32 to the Federal Travel Regulation.

## **Independent Assessments and Support Services (Functional Area 2) Sections 4.13-4.15**

### **4.13 Systems Analysis and Support**

The contractor shall provide EPA with system analysis and support services across the entire systems management life cycle. These services shall include, but may not be limited to, support for systems definition and requirement analysis and support for business case (Exhibit 300) development. All systems analysis and support services performed under the ITS-BISS Contract shall comply with EPA ITIM policy, including: EPA System Life Cycle Management, Capital Planning and Investment Control, Enterprise Architecture, Security, and other ITIM policies.

Systems requirements analysis includes provision of support to determine and document functional program requirements, to recommend alternative solutions and to provide corresponding justifying analyses and rationales for these studies and recommendations. In performing these analyses, the contractor utilizes or supplements his or her knowledge and understanding of EPA's environmental policies and programs and business operations and practices to better inform the analytical and solutions processes.

Systems definition services shall support for the definition phase of system development (i.e., initiation, concept definition, and requirements definition), including the development, maintenance, and update of documents associated with systems definition. Examples of the type of documents produced in system initiation are the initiation decision paper, system management plan, and assignment of project responsibility. Examples of products of concept definition include system concept document, security concept, security risk assessment, and cost benefit analysis. Examples of requirements definition products include requirements decision paper, functional requirements specification, requirements traceability matrix; reporting and screen lay-outs, information flow diagrams, system test plan, and security plan. Additional information on EPA's system life cycle management is available in the Regulations and Policies Section of this SOW including the EPA System Life Cycle Management Policy. Requirements analysis and related deliverables will include Entity Relationship Diagrams or Information Flow Diagrams that visually demonstrate the contractors' expert knowledge of best practices in IT service design, transition, operation, strategy and continuous improvement.

Systems support services also may involve initial systems analysis and design support, including architectural guidance and support. The contractor may provide assistance for information system designs that define the functional capabilities of actual system modules to be developed, acquired, or utilized. The contractor shall develop, install, and implement prototype or pilot information systems for the purposes of evaluating or validating potential hardware or software architectures or environments. (Note: Detailed systems design, coding, implementation, and operations and maintenance for EPA systems will be performed under other EPA contracts specific to those phases of the life cycle.)

Implementation support may include development and dissemination of user manuals and other system-related documentation. These manuals and

documentation may be used in direct support of the related pilot or prototype effort or may be used as supporting materials for the resulting architectures and environments. A system may be considered in prototype or pilot phase during the period while the system software design and hardware configuration are undergoing test and evaluation by actual or test users with actual or fictitious data. A prototype or pilot is considered complete when the architectural design or selection is finalized and proven valid.

Business case services offered under the ITS-BISS II contract shall include any business case analytical or development support service necessary to develop a comprehensive Exhibit 300 and business case document. Business cases services shall be provided for CPIC major and non-major systems. Business case services also shall include comprehensive support for Earned Value Management, Operational Analysis, High-Risk Reporting, as well as, support for any other related requirement necessary to comply with existing or new EPA or OMB investment management requirements. All business case services offered under the ITS-BISS II contract shall reflect the best practices of both industry and government in performing this service. Business case services shall also include any project management services necessary to support compliance with EPA and OMB project management information requirements for EPA ITIM investments.

#### 4.14 Acquisition Support

The federal ITIM acquisition environment has become more diverse and complex. EPA customers seeking ITIM contract services have multiple options for acquiring these services. Understanding these options, and understanding how to best utilize these options (e.g., defining the terms and conditions of service agreements) may require research and analysis.

The contractor shall provide a broad range of technical and professional services to support EPA ITIM acquisition activities, including analysis, planning, development, implementation and evaluation support. This support may be provided prior to, during, and following an acquisition. This acquisition support may include support for traditional ITIM procurements, purchase agreements under GWACs, Interagency Agreements, or other acquisitions. In its problem-solving role, the contractor shall assess existing alternatives to a new acquisition (e.g., use of existing contracts or resources). Examples of the types of acquisition support the contractor may provide include:

- Provide support for requirements collection and analysis, alternatives analysis, research on available contracting approaches, including the development of benchmarks for IT products, practices, or services
- Recommend and provide options, based on market surveys and previously determined requirements
- Compare EPA requirements to general market availability
- Recommend options and suitability of benchmarks or functional demonstrations
- Recommend options including the pros and cons of technical versus functional specifications, and
- Recommend pros and cons of alternative performance-based acquisition options.

In addition, the contractor shall provide technical input to the Government for Government preparation of acquisition related documents, such as:

- Justifications for compatibility limited requirements
- Software conversion cost studies



- Specialized technical expertise in the development of specifications
- Analyses to support the development of cost components of an acquisition, and
- Technical research, market research, or similar investigations or evaluations to clarify and provide options for technical proposal content. The contractor also shall provide acquisition expertise that leads to improved performance or management of existing EPA contracts or task orders. The contractor shall technical and acquisition expertise including advice, assistance, and support to improve the operations and management of EPA ITIM contracts. These services may include:
  - Analyzing and recommending options for improving the contract business processes, procedures, and practices, including award fee evaluations
  - Analyzing and recommending options for improving the quality of oversight of contractor work by Task Order Project Officers (TOPOs), and
  - Analyzing and recommending options for improving contract operations management or financial performance.

#### 4.15 Independent Assessments and Studies

EPA requires support for independent ITIM assessments and studies. These assessments may focus on a broad range of issues including the quality, the completeness, and the compliance status of information systems, products, plans and other documents. EPA also requires support services to directly assist customers in complying with ITIM policy and standards. The contractor shall provide a broad range of technical and professional services to support EPA's requirement for independent assessments and studies. This support shall include, but may not be limited to:

- Risk and Technical Vulnerability Assessments
- Independent Verification and Validation (IV&V) activities and studies, including support for Independent Baseline Reviews (IBRs) and Management IV&Vs
- Systems Compliance Reviews, including System Lifecycle, CPIC, and EA Reviews
- Quality Assurance Reviews
- ITIM Program, Project, Process and Product Reviews.

The scope of services provided under this section of the SOW shall include the technical and professional services to develop corrective action strategies and plans to address issues identified by the assessments, reviews, or studies.

The contractor shall provide Risk and Technical Vulnerability Assessment Service to support Federal and EPA ITIM security policies and standards. Provision of the Risk Assessment Services shall be based on a standardized ITS-BISS Contract Task Order RFP (TORPF) template designed to ensure the level of contract service provided meets all applicable Federal and EPA ITIM requirements. The Contractor's Risk Assessment Support Services shall include the provision of services such as Security Planning to address issues identified by the Risk Assessment. In general, the Contractor's Risk Assessment Support Services shall be at least comparable in scope and quality to those provided by the Federal Shared Service Centers. OMB requires agencies to conduct Independent Verification and Validation (IV&V) activities including support for Independent Baseline Reviews (IBRs) where applicable. The contractor may be required to perform and report on a wide range of independent verification and validation (IV&V) reviews, analyses, studies, and tests in support of EPA customers. The contractor may

be required to develop IV&V strategies and plans to improve the effectiveness of an organization's IV&V function and operations. The contractor may be required to provide support for the implementation of IV&V plans. The contractor may be required to acquire, collect, analyze or use benchmarking and best practices data to perform cost, price, and other comparisons as part of performing IV&V activities.

Reviews of EPA systems are necessary to ensure architectural, CPIC, and Systems Lifecycle compliance.

The contractor may be required to review and analyze system projects for compliance with the enterprise architecture and CPIC requirements, including assessing the consistency of these projects with EPA's system life cycle in the initiation phase, technical compliance during the concept definition phase, and architectural compliance during the design, development, operations and maintenance phases. (Note: These reviews may also occur in FA 1 as part of an integrated program management support task order.)

OEI produces numerous information products, plans, and reports that must effectively communicate to customers on a range of questions such as how to access OEI-provided ITIM tools and services. Quality assurance of these products is critical to effective management of EPA ITIM program activities. The contractor may be required to perform reviews of information products, plans, analyses or other information documents to assure the quality, completeness, clarity, accuracy, etc. Product-specific quality assurance criteria for each individual review, or for a comprehensive review service, will be defined at the task order level.

Reviews of EPA ITIM programs and projects may be required to determine if they meet cost, schedule, and performance goals. Product reviews may be required to determine if they meet stated and applicable specifications and quality standards. Process reviews may be required to determine if project methodologies and best practices are appropriately considered and implemented by a project.

## 5.0 ASSUMPTIONS AND CONSTRAINTS

### 5.1 Prime and Subcontracting Guidelines

For the ITS-BISS II Contract, EPA has established the following Prime and Subcontracting Guidelines.

A prime contractor on the ITS-BISS Contract can be a prime contractor on another EPA ITIM Contract.

A prime contractor in one functional area of the ITS-BISS Contract can not have a subcontracting relationship with any other prime contractor in that same functional area of the ITS-BISS Contract.

A prime contractor in one functional area of the ITS-BISS Contract (e.g., Functional Area 1) can have a subcontracting relationship with one and only one prime contractor in the other functional area of the contract (e.g., Functional Area 2).

An ITS-BISS subcontractor can have a subcontracting relationship with one and only one prime contractor in each functional area of the ITS-BISS Contract.

A prime contractor on the ITS-BISS Contract can have a subcontracting relationship with a prime contractor on another EPA ITIM contract, including one of OEI's ITIM contracts (e.g., Integrated Computing for the Enterprise

(ICE) Contract).

## 5.2 Cross-Program Coordination

All planning and other work under this contract will be performed with the EPA Enterprise and Information Technology Architecture as its underlying basis. In the interest of preserving the integrity of a unified architecture, the contractor shall analyze common requirements between planned and existing projects and requirements which may cross program/medium (i.e., air, water, toxic substances, hazardous waste, etc.), geographic, or organizational lines. The contractor will notify the EPA ITS-BISS Contract Officer (CO) and Project Officer (PO) of any technical issues arising from any individual Task Orders--for example, duplication, conflict, or violation of EPA standards or ADP initiatives within EPA of which the contractor has any knowledge. The principal products of such analysis shall be the identification of opportunities for improvements in EPA information systems management and the optimization of resources, the consideration of existing EPA systems and standards as feasible alternatives to the development of new systems and standards, and the submission of special reports and presentation of briefings on the findings and recommendations resulting from the analysis.

## 5.3 Federal and EPA Standards, Policies and Regulations

The Contractor shall abide by all EPA regulations, policies, and procedures in effect during the contract period of performance. This includes all changes in laws, regulations, policies, and procedures as they evolve during the contract period of performance. The Contractor shall conform to the Agency's Investment Management Philosophy, including specific conformance with EPA's Enterprise and Information Technology Architectures and conformance to portfolio performance standards using Earned Value Management (EVM), and all EPA governing documents associated with the EPA IT infrastructure, including the NCC Application Deployment Checklist process. As a minimum, the Contractor shall conform to and abide by the federal policies and regulations and EPA policies and procedures identified below.

## 5.4 Competitive Advantage Avoidance

Some information to which the Contractor may be exposed under this contract, e.g., investment planning and review information, could offer the Contractor a competitive advantage if it were used for purposes other than purely for the performance of the contract. The Contractor shall safeguard all such information and limit access to it to those personnel directly performing under the contract and only for the purposes of the contract. The Contractor shall especially prevent access to the information by business development, marketing, proposal development, or other such personnel and prevent use of the information for any such purposes.

## 5.5 Applicable Federal and EPA Policies and Regulations

Below is a list of Federal and EPA policies and regulations that apply to work performed under this contract. Other Federal or EPA may apply to task orders performed under this contract.

Policy /Regulation	Description	Uniform Resource Locator (URL)
Government Paperwork Elimination Act (GPEA)	Executive Departments and Establishments	Memorandum For Heads of
<a href="http://www.whitehouse.gov/omb/circulars/a130/a130.html">http://www.whitehouse.gov/omb/circulars/a130/a130.html</a>		

Government Paperwork Elimination Act (GPEA)	Records Management Guidance for Agencies Implementing Electronic Signature Technologies
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[http://www.archives.gov/records management/pdf/electronic\\_signature\\_technologies.pdf](http://www.archives.gov/records%20management/pdf/electronic_signature_technologies.pdf)

Information Technology Management Reform Act      Memorandum For Heads of Executive Departments and Establishments  
<http://www.whitehouse.gov/omb/memoranda/m96-20.html>

Public Law 106-229      Electronic Signatures in Global and National Commerce Act (ESIGN) <http://www.whitehouse.gov/omb/memoranda/m00-15.html>

Section 508 Compliance      Electronic and Information Technology Accessibility Standards      [www.section508.gov](http://www.section508.gov)

Policy on Infrastructure Protection Presidential Decision Directive - PDD-62  
<http://fas.org/irp/offdocs/pdd-62.htm>

Policy on Infrastructure Protection Presidential Decision Directive - PDD-63  
<http://fas.org/irp/offdocs/paper598.htm>

Continuity of Government Operations      Presidential Decision Directive - PDD-67      <http://fas.org/irp/offdocs/pdd/pdd-67.htm>

Government Information Security Reform Act      Memorandum For Heads of Executive Departments and Establishments  
<http://www.whitehouse.gov/omb/memoranda/m01-08.pdf>

Public Law 104-106      Federal Information Processing Standards Publications  
<http://www.itl.nist.gov/fipspubs/>

Privacy Act Policies      Memorandum For Heads of Executive Departments and Establishments      <http://www.whitehouse.gov/omb/memoranda/m01-05.html>

OMB Architecture Development Guidance      Memorandum For Heads of Executive Departments and Establishments  
<http://www.whitehouse.gov/omb/memoranda/m97-16.html>

Management of Federal Information Resources      OMB Circular A-130  
<http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html>

National Technology Transfer Act of 1995      OMB Circular A-119  
<http://www.whitehouse.gov/omb/circulars/a119/a119.html>

Budget Process      OMB Circular A-11  
<http://www.whitehouse.gov/omb/circulars/index.html>

Improving Information Technology (IT) Project Planning and Execution  
 OMB memorandum M-05-23, 8/4/05  
<http://www.whitehouse.gov/omb/memoranda/fy2005/m05-23.pdf>

Integrated Baseline Reviews (IBRs)  
 The Program Managers' Guide to the Integrated Baseline Review Process  
 (4/03)

<https://acc.dau.mil/Search.aspx?id=17609&m=5&q=ibr>

## 5.6 EPA ITIM Policy, Procedure, and Program Documents

The Contractor shall conform to and abide by EPA policies, procedures, standards, directives, and other requirements. Below is a list of some of the key policy-related documents governing EPA ITIM work. Contractors may request a copy of an EPA ITIM policy during and following the Task Order Award Process. Also, a comprehensive list of EPA's ITIM policy-related documents can be found on EPA's intranet at <http://intranet.epa.gov/oei/imitpolicy/policies.htm>. Access to EPA's Intranet is available through EPA's central library.

ITIM Policy or Contract-Related Functional Area Description of Policy Document  
ITIM Policy

System Life Cycle Management Policy

Systems Life Cycle Management (SLCM) Procedure

Information Access Policy

Quality Policy

Enterprise Architecture

Enterprise Architecture Policy

- o EA Governance Procedures

- o IT Standards Procedure

- o EA Target Architecture 3.0 v1.8

- o EPA Enterprise Transition Plan FY2009 v1.4

Investment Management

Capital Planning and Investment Control (CPIC) Program Policy

- o Earned Value Management Procedures

- o Capital Planning and Investment Control (CPIC) Procedures for the Office of Management and Budget (OMB) Exhibit 300

Security Policy

Agency Network Security Policy

EPA Information Security Manual

<http://intranet.epa.gov/rmpolicy/ads/manuals/Manual.PDF>

EPA Standards

Data Standards

Communication

Web Governance and Management

**C.5 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (APR 2006) DEVIATION**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) Enterprise Architecture (EA). Contractors performing IRM activities on behalf of the Agency shall conform with EPA's Enterprise Architecture as specified in EPA's EA Status Report found on EPA's internet website - <http://www.epa.gov/docs/irmpoli8>.

(4) Earned Value Management (EVM). Contractors performing IRM activities on behalf of the Agency shall conform to EPA's Earned Value Management Systems requirements, shall be in compliance with the ANSI/EIA

Standard 748-A, and shall conform to all EPA governing documents associated with EPA's Information Technology (IT) infrastructure. EPA's EVM Procedures, dated December 30, 2004, includes all the requirements for this paragraph and may be found on EPA's internet website - <http://www.epa.gov/docs/irmpoli18>.

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204M  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 564-9629

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** [gopher.epa.gov](http://gopher.epa.gov) is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

**C.6 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES  
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.



**SECTION D - PACKAGING AND MARKING**

[For this Contract, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-FOUR
52.246-8	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 MONTHLY PROGRESS REPORT--COST TYPE PRICING INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.210-81) (AUG 1989)**

The Contractor shall furnish monthly 4 copies of a technical and 4 copies of a financial progress report. The reports are due by the 15 day of each month following the first complete month of the contract.

Designated Government Individual the technical and financial report shall be furnished:

Administrative Contracting Officer: Contract Level  
 Administrative Contracting Officer: Task Order Level  
 Contract - Contracting Officer's Representative  
 Task Order - Contracting Officer's Representative

**(a) The Technical Progress Report**

The Technical Progress Report shall address each active Delivery Order separately, give a general outline of the effort, state the percentage of work completed on each Delivery Order during the reporting period, and relate it to the overall effort. Specific discussions shall include any difficulties encountered and the remedial action taken during the reporting period. It shall include an outline of anticipated activity, the manpower requirements, and an estimate of progress to be made during the subsequent reporting period. Any anticipated changes in personnel and a comparison of the work accomplished to the Statement of Work in the Delivery Order shall also be included.

**(b) The Financial Progress Report**

The Financial Progress Report shall show the percentage or status of Work completed, number of hours, labor rate applied, and corresponding total dollar amount expended to date for each employee within all categories employed in the performance of the Delivery Order during the reporting period. Also to be included are the cumulative number of hours and corresponding

dollar amounts expended to date on all work, Delivery Order estimates of total hours, and the corresponding dollar amounts required to complete the Delivery Order. For each Delivery Order, provide a graph using a vertical axis for dollars and a horizontal axis for expenditures against the total estimated cost of the Delivery Order.

(C) Contract Level Report

Total Cost for all Task Orders plus total funding for all task orders. 1 copy to Administrative Contracting Officer; 1 copy to the contract level project officer.

**F.3 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

**F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from the effective date of contract award through sixty months (60) after the effective date of contract award inclusive of all required reports.

**F.5 ACQUISITION OF ENERGY STAR COMPLIANT MICROCOMPUTERS, INCLUDING PERSONAL COMPUTERS, MONITORS, AND PRINTERS (EPAAR 1552.239-103) (APR 1996)**

(a) The Contractor shall provide computer products that meet EPA Energy Star requirements for energy efficiency. By acceptance of this contract, the contractor certifies that all microcomputers, including personal computers, monitors, and printers, to be provided under this contract meet EPA Energy Star requirements for energy efficiency.

(b) The Contractor shall ship all products with the standby feature activated or enabled.

(c) The Contractor shall provide models that have equivalent functionality to similar non-power managed models. This functionality should include as a minimum:

(1) The ability to run commercial off-the-shelf software both before and after recovery from a low power state, including retention of files opened (with no loss of data) before the power management feature was activated.

(2) If equipment will be used on a local area network (LAN), the Contractor shall provide equipment that is fully compatible with network environments, e.g., personal computers resting in a low-power state should not be disconnected from the network.

(d) The Contractor shall provide monitors that are capable of being powered down when connected to the accompanying personal computer.

EP-W-11-017

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 PLACEMENT OF TASK ORDERS

#### AT TASK ORDER LEVEL

##### (a) Request for Task Order Proposals

(1) The Types of Task Orders to be issued under this contract include, but not limited to: Firm Fixed Price, CPFF, CPAF, CPI, T&M, FPI or FP with Economic Price Adjustment. Each Task Order will be subject to the appropriate clauses and provisions that apply to that type of task order. The Task Orders will be issued as Performance Based Orders to the maximum extent practicable.

(2) The Task Order's scope will be identified upfront as either :

Functional Area 1: Integrated Program Support

OR

Functional Area 2: Independent Assessment and Support Services

All awardee(s) of identified functional area 1 or 2 will be following FAR 16.505 for Ordering

All multiple awardees of identified functional areas (1 or 2) will be provided a fair opportunity or exception to fair opportunity for work identified in their awarded functional areas for task orders in excess of \$3,000 pursuant per FAR 16.505.

The Agency reserves the right to utilize "Streamline" process including oral presentations and multiphase approach.

Fair Opportunity Process shall include a minimum to vendor community:

\*At a minimum, the following paragraphs shall be applicable to all Task Orders (TO) issued under this Contract. Additional requirements may be specified in each TO.

Any supplies and services to be furnished under this contract shall be ordered by issuance of written Task Orders. All Task Orders issued under this contract shall be issued in accordance with FAR 16.505 Ordering and the following:

1. contractors must develop a complete integrated understanding of the contract. Certain topics are repeated in various contract sections, often with unique content in each.
- (2) All costs associated with preparation, presentation, submission and/or discussion of the Task Order proposals and quotations will be at the contractor's expense (at no direct cost to the government).
- (3) No work shall be performed and no payment shall be made except as authorized by a Task Order.

(4) A Task Order is issued when the Government transmits the Task Order to the contractor.

(5) Orders will be within the scope of the contract, will be issued within the period of performance, will be within the maximum value of the contract and will follow the fair opportunity process.

(6) Orders will be placed with the contractor selected by the ordering program office following established ordering procedures. Orders may be placed using any channel that provides fair opportunity. Such channels/systems as such as i.e. mail account (that remains constant for the life of the contract, so it shouldn't be in one person's name, but rather a general e-mail for the firm, perhaps one set up specifically for this purpose), and facsimile are viable. Contractors shall maintain their registrations and accounts in the various systems identified by US EPA as "fair opportunity channels", and should diligently monitor them for opportunities. The Government reserves the right to select a single fair opportunity channel after award if it deems it is in its best interest.

(7) Only an authorized and delegated warranted CO SHALL issue an order under this contract.

(8) All costs associated with post issuance order administration (including applicable personnel cost allocations by TO) shall not be chargeable to the Government as a direct cost. The Contractor is responsible for determining the most appropriate method for inclusion of such costs in indirect pools based on its standard accounting practices. With the exception of a revised quote (This shall be considered bid and proposal cost).

#### FAIR OPPORTUNITY PROCESS

(1) US EPA will use the fair opportunity process specified in FAR Subpart 16.505(b)(1) in selecting order contractors.

(2) Ordering Contracting Officers from the Agencies will develop and document the process according to FAR standards.

(3) Competitive order contractor selection criteria will be established by the Administrative CO.

(4) Tradeoff or low price - technically acceptable evaluations are authorized.

(5) Price will always a required evaluation factor for source selection based upon merit.

(6) The Government may require oral presentations.

(7) The Government may evaluate quotations and proposals without discussions.

(8) Use of a multi-phased approach: the best practice is to send out an initial notification to all FA based contractors stating a concise requirement synopsis with salient characteristics. Contractors will be afforded a short time in which to elect to "opt in" or "opt out" of receiving the formal RFQ or RFP. Failure to opt in constitutes opting out. Contractors opting in would be sent the formal RFQ or RFP.

(9) Following the order placement decision and the documentation of the decision, the Agency will place the order with the selected contractor.

#### EXCEPTIONS TO THE FAIR OPPORTUNITY PROCESS

Orders may be issued on a sole-source basis whenever circumstances warrant the exercise of any exception set forth in FAR Subpart 16.505(b)(2). In accordance with FAR 15.505(b)(2) fair opportunity need not apply to orders

that are under \$3,000, and is excepted for service orders above \$3,000 where the Contracting Officer determines that:

- (1) The need for the services ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need.
- (2) Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized.
- (3) The order should be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued on a competitive basis.
- (4) It is necessary to place the order with a particular contractor to satisfy the minimum revenue guarantee (A PCO determination only.)

#### ORDER CONDITIONS

Funding for each Order shall be contained in the Task Order Level and not in the Contract. The contract minimum guarantee is intended to be met by Orders

Oral Orders are not authorized. Facsimile issuance of Orders is authorized and such Orders are considered to be properly issued when error free transmission is complete.

No work will be performed, no debt or obligation accrued and no payment will be made except as authorized by a bona-fide written Order signed by a duly warranted and delegated Administrative CO. Contractors work AT RISK if they perform work under an order that is not bona-fide or is not signed by a duly warranted and delegated Administrative CO - and should implement the necessary checks and balances within their organizations to ensure that doesn't occur.

A bona-fide Order will include all of the following elements as applicable, the lack of a single applicable element makes an Order defective. Non bona-fide Orders shall be brought to the immediate attention of the PCO and all Government personnel listed on the face of the Order for dispositioning:

- Date of Order
- Contract number
- Government Order number
- Appropriation and accounting data
- Description of service(s) to be performed (preferably a performance based statement of work)
- Period(s) of performance, performance timeframe(s) and performance deadline(s)
- Place(s) of performance
- Price/risk arrangements (order terms, i.e. FP or T&M)
- Definitized order pricing
- Definitized ceilings, if any
- Signature of duly warranted and delegated Administrative CO
- Billing/Invoice address
- Name of issuing Office



- Name, signature and phone number of Administrative CO
- Name of Contractor

The Contractor shall be bound by the terms and conditions in the Contract and in Orders. Every effort shall be made to find the terms and conditions of an Order meaningful and in harmony with/as complementary to those of the Contract. In the event of a conflict between a term in an Order and in the Contract, the Contract shall control. Patent conflicts should be resolved during the RFQ/RFP process, else the risk inheres to the contractor.

Only the PCO or ACO is authorized to modify any Contract terms and conditions.

Any required change to an issued Order may only be made in writing by a duly warranted and delegated Administrative CO with proper delegated authority.

## G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment 4.

## G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	<b>Administrative</b> Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small Business Program Business Utilization (1230T) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

## G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

SEE ATTACHMENT FOR INVOICE SUBMISSION INSTRUCTIONS  
(ONLY APPLICABLE TO COST TYPE ORDERS/FA 1)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request in accordance with the invoice preparation instructions identified as Attachment 3.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings.

When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

**G.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)  
DEVIATION**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the

Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the

Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final

payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

#### G.6 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(ONLY APPLICABLE TO THE COST REIMBURSEMENT AND T/M TYPE TASK ORDERS)

FA 2: Time and Material ONLY

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Location:	(b)(4)
Cost Center:	(b)(4)
Period:	60 months
Rate:	(b)(4)
Base:	
Location:	(b)(4)
Cost Center:	(b)(4)

Period: 60 months  
 Rate: (b)(4)  
 Base: (b)(4)

Location: (b)(4)  
 Cost Center: (b)(4)  
 Period: 60 months  
 Rate: (b)(4)  
 Base: (b)(4)

Location: (b)(4)  
 Cost Center: (b)(4)  
 Period: 60 months  
 Rate: (b)(4)  
 Base: (b)(4)

Location: (b)(4)  
 Cost Center: (b)(4)  
 Period: 60 months  
 Rate: (b)(4)  
 Base: (b)(4)

Cost Center: (b)(4)  
 Period: 60 months  
 Rate: (b)(4)  
 Base: (b)(4)

Cost Center: (b)(4)  
 Period: 60 months  
 Rate: (b)(4)  
 Base: (b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation

Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center: NONE  
 Period:  
 Rate:  
 Base:

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.7 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)**

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
- (5) In connection with Cost Accounting Standards:
  - (A) Determine the adequacy of the contractor's disclosure statements;
  - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
  - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
  - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (6) Review, approve or disapprove, and maintain surveillance of the



contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract is:

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**G.8 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer: Sanjib Chaki  
Ronald Reagan Building  
1300 Pennsylvania Ave, NW  
Mail Code 2833M  
Washington, DC 20004  
Phone: (202) 564-9464  
Email: [chaki.sanjib@epa.gov](mailto:chaki.sanjib@epa.gov)

Administrative Contracting Officer:  
Kami Nolte  
Ronald Reagan Building  
1300 Pennsylvania Ave, NW  
Mail Code 3803R  
Washington, DC 20004  
Phone: (202) 564-6652  
Email: [nolte.kami@epa.gov](mailto:nolte.kami@epa.gov)

Administrative Contract Specialist:  
Marshand Boone  
Ronald Reagan Building  
1300 Pennsylvania Ave, NW  
Mail Code 3803R  
Washington, DC 20004  
Phone: (202) 564-6664  
Email: [boone.marshand@epa.gov](mailto:boone.marshand@epa.gov)

Administrative Contract Specialist:

Joseph Hicks  
 Ronald Reagan Building  
 1300 Pennsylvania Ave, NW  
 Mail Code 3803R  
 Washington, DC 20004  
 Phone: (202) 564-5713  
 Email: [hicks.joseph@epa.gov](mailto:hicks.joseph@epa.gov)

**G.9 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Contract Contracting Officer Representative. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent\* is given to issue the following subcontracts:

(b)(4)
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Conditional consented-to team subcontractors to be inserted by the Government at the time of contract award. Full consent will granted after review and approval of the actual subcontract document by the contracting officer. Other requirements of the "Subcontracts" clause regarding consent to the above listed subcontractors has been met via the pre-award process.

**G.10 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the  
None.

**G.11 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

None

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

None

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency  
Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.**

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

### 3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

### 5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a

subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two

separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is

Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for

disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.



## Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

**TBD**

Contractor Identification/Tag Number;  
Description;  
Manufacturer;  
Model;  
Serial Number;  
Acquisition Date;  
Date received;  
Acquisition Cost\*;  
Acquisition Document Number;  
Location;  
Contract Number;  
Account Number (if supplied);  
Superfund (Yes/No);  
Inventory Performance Date;  
Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document)

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994) DEVIATION**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract. If the contractor is required to independently audit or perform independent verification and validation (IV & V) of data/ project/tasks, the contractor is ineligible to perform work/tasks associated with the independent IV & V and/or audit.

(c) Unless otherwise authorized in advance in writing by the Contracting Officer, the Contractor or subcontractor, during the life of this contract, will be ineligible to enter into a contracts, Task Orders, or BPA/task orders

where the Contractor and subcontracting partner had offered "Advisory and Assistance Type Services" AND the Agency implements based on the advisory type advice systems design/development/implementation/maintenance of IT services (e.g., but not limited to, ORD's Software Engineering and Specialized Scientific Software Support (SES3), Office of Environmental Information's ITS-EPA I and II, OEI's ITS ESE based on A&AS types advice.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994) DEVIATION**

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify

that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

#### H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings,



the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### **H.8 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS industry subsector(s)	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners and team members)	541519	(b)(4)	

(b) The following specifically identified SDB(s) was (were) considered under the Section - SDB participation evaluation factor or subfactor

(1) (b)(4)  
 (2)  
 (3)  
 (4)  
 (5)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

#### **H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

#### **H.10 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

#### **H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.12 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989) DEVIATION

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) DEVIATION

##### APPLICABLE AT CONTRACT LEVEL AND TASK ORDER LEVEL

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the

information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to

the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(c) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.16 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT  
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)  
DEVIATION**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR  
1552.235-76) (APR 1996) DEVIATION**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the

Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.18 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997) DEVIATION**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.19 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997) DEVIATION**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security



procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

**H.20 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR  
1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al., and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems

analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

## **H.21 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting

Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

## **H.22 Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION**

(a) The Contractor shall assign to this contract the following key personnel:

### **FUNCTIONAL AREA 1: Integrated Program Support (IPS) Services:**

Program Manager -	(b)(4)
Senior Management Analyst -	(b)(4)
Senior System Analyst -	(b)(4)
Senior Enterprise Architect -	(b)(4)

(b) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90 day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

## **H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984) DEVIATION**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**H.24 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within \_\_\_\_ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within \_\_\_\_ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.25 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

    TBD    

#### **H.26 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) DEVIATION**

The Contractor shall not fabricate nor acquire under this contract, either

directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

**H.27 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000) DEVIATION**

The Task-Order and Delivery-Order Ombudsman for this contract is:

Competition Advocate: Susan Moroni  
 Name: -----  
 Address: 1200 Pennsylvania Avenue, N.W. 3801R  
Washington, D.C. 20460  
 Telephone Number: (202) 564-4321  
 Facsimile Number: (202) 565-2473  
 E-Mail Address: moroni.susan@epa.gov

**H.28 SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR THE ENVIRONMENTAL PROTECTION AGENCY (EP-S 02-01) (JAN 2002) DEVIATION**

(a) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by federal workers. It also includes EPA designated superfund sites regardless of whether or not they are federally-owned or leased.

(b) Contractor employees working under this contract who will perform work on-site shall be subject to security screening requirements. Contractors are responsible for performing the background checks and for screening unacceptable candidates from the pool of on-site workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

(c) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on-site. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning on-site work. At a minimum, the background check will include:

1. National criminal and civil records;
2. Credit report;
3. Social security number trace;
4. Verification of US citizenship or legal resident status;
5. Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors, references, and schools attended by the person under investigation; and
6. Professional license and certification verification.

(d) EPA may designate certain contractor employees who will be subject to

higher levels of scrutiny. In those instances, the employee and the parameters of the investigation will be specified in this clause.

(c) Whenever a contractor becomes aware that the retention of an employee for work at an on-site location under an EPA contract is inconsistent with the interests of national security, such information shall be immediately provided to the Contracting Officer, and the employee shall be immediately removed from the site and replaced with a qualified substitute.

(f) The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

#### **H.29 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001)**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day



## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 NOTICE Listing Contract Clauses Incorporated by Reference

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.216-29	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-30	FEB 2007	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM

		ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.222-54	MAY 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE V (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA--SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	OCT 2008	INTEREST
52.232-23	APR 1984	LIMITATION OF COST
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-25	OCT 2008	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)

52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.244-2	MAR 1996	SUBCONTRACTS (JUNE 2007) ALTERNATE J (JUN 2007)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

## **I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are

certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **I.4 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract through end of contract effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \_\_\_\_\_, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A ;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation ), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within \_\_\_\_\_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration date of the contract.

#### **I.7 APPLICABILITY OF CERTAIN CLAUSES INCORPORATED BY REFERENCE**

The following clauses incorporated by reference only apply to task orders issued on a cost-reimbursement basis:

52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COST
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COST

52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COST
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)
52.243-2	AUG 1987	CHANGES - COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS
52.244-5	DEC 1997	COMPETITION IN SUBCONTRACTING
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-5	JUN 2007	GOVERNMENT PROPERTY
52.246-5	APR 1984	INSPECTION OF SERVICES -COST REIMBURSEMENT
52.249-6	MAY 2004	TERMINATION - COST REIMBURSEMENT

The following clauses are incorporated by reference apply to task orders issued on a fixed price basis:

52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRA
52.242-15	AUG 1989	STOP WORK ORDER
52.243-1	AUG 1987	CHANGES - FIXED PRICE AND ALT III (APR 1984)
52.245-1	JUN 2007	PROPERTY
52.245-2	JUN 2007	PROPERTY - INSTALLATION AND OPERATION
52.245-9	JUN 2007	USE AND CHARGES
52.246-4	APR 1996	INSPECTION OF SERVICES -FIXED PRICE
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT -FIXED PRICE
52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICE

The following clauses incorporate by reference only apply to task orders issued on a time and material basis:

52.243-3	SEP 2000	CHANGES - TIME AND MATERIAL OR LABOR HOURS
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-5	JUN 2007	GOVERNMENT PROPERTY
52.246-6	MAY 2001	INSPECTION OF SERVICES - TIME AND MATERIAL AND LABOR-HOUR
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS

The clause at 52.219-14, Limitation of Subcontracting, only applies to small business concerns. The following clauses do not apply to small business:

52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.230-2	OCT 2008	COST ACCOUNTING STANDARDS
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS

All other clauses incorporated by reference apply to all task orders.

#### **I.8 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (APR 2008) DEVIATION**

## APPLICABLE TO LARGE BUSINESS/FUNCTIONAL AREA (1) ONLY

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause-

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) And which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately

address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business contracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract towards its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;



(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to

buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRs, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the

commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

#### **I.9 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009)**

(a) Definitions. As used in this clause—

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph

(g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

*[Contractor to sign and date and insert authorized signer's name and title].*



**I.10 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)  
DEVIATION**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.11 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
(DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included

in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **I.12 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

#### **I.13 STATE AND LOCAL TAXES (FAR 52.229-1) (APR 1984) DEVIATION**

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

#### **I.14 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.15 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2009) DEVIATION**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition

Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(g)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.)

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.16 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(To be filled in by the Contracting Officer)

**I.17 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

#### **I.18 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

#### **I.19 APPLICABILITY OF CERTAIN CLAUSES INCORPORATED BY REFERENCE**

The following clauses incorporated by reference only apply to task orders issued on a cost-reimbursement basis:

52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COST
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COST
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COST
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)
52.243-2	AUG 1987	CHANGES - COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS
52.244-5	DEC 1997	COMPETITION IS SUBCONTRACTING
52.245-1	JUN 2007	GOVERNMENT PROPERTY



52.245-5	JUN 2007	GOVERNMENT PROPERTY
52.246-5	APR 1984	INSPECTION OF SERVICES -COST REIMBURSEMENT
52.249-6	MAY 2004	TERMINATION - COST REIMBURSEMENT

The following clauses are incorporated by reference apply to task orders issued on a fixed price basis:

52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRA
52.242-15	AUG 1989	STOP WORK ORDER
52.243-1	AUG 1987	CHANGES - FIXED PRICE AND ALT ITT (APR 1984)
52.245-1	JUN 2007	PROPERTY
52.245-2	JUN 2007	PROPERTY - INSTALLATION AND OPERATION
52.245-9	JUN 2007	USE AND CHARGES
52.246-4	APR 1996	INSPECTION OF SERVICES -FIXED PRICE
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT -FIXED PRICE
52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICE

The following clauses incorporate by reference only apply to task orders issued on a time and material basis:

52.243-3	SEP 2000	CHANGES - TIME AND MATERIAL OR LABOR HOURS
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-5	JUN 2007	GOVERNMENT PROPERTY
52.246-6	MAY 2001	INSPECTION OF SERVICES - TIME AND MATERIAL AND LABOR-HOUR
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS

The clause at 52.219-14, Limitation of Subcontracting, only applies to small business concerns. The following clauses do not apply to small business:

52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
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52.230-2 OCT 2008 COST ACCOUNTING STANDARDS  
52.230-6 MAR 2008 ADMINISTRATION OF COST ACCOUNTING STANDARDS

All other clauses incorporated by reference apply to all task orders.

**I.20 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING  
PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)**

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**NOTICE TO EMPLOYEES**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NLRB office, see NLRB's website at

<http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

FUNCTIONAL AREA 32: APPLICABLE AT TIME OF AWARD

ATTACHMENT 1: EMPLOYMENT ELIGIBILITY VERIFICATION  
ATTACHMENT 2: INVOICE PREPARATION INSTRUCTIONS  
ATTACHMENT 3: CONTRACTOR'S Conflict of Interest Plan  
ATTACHMENT 4: CONTRACTOR'S Small Business Subcontracting Plan  
ATTACHMENT 5: CONTRACTOR'S FIXED RATE - LABOR RATE  
ATTACHMENT 6: ITS BISS 11 LABOR CATEGORY DESCRIPTION

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-09-13262 are incorporated into this contract by reference.

ATTACHMENT 1

EMPLOYMENT ELIGIBILITY VERIFICATION

52.222-54 Employment Eligibility Verification.

As prescribed in 22.1803, Insert the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause-

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply that is-

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of

enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web



site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

## INVOICE PREPARATION INSTRUCTIONS

## SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s)

claimed should also be maintained.

### **SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for

the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.



NOTE: Any costs requiring advance consent by the Contractor Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 3

CONFLICT OF INTEREST PLAN

EP-W-11-017

DOCUMENT TO BE PROVIDED BY OFFEROR AND, ONCE APPROVED, INSERTED BY THE  
GOVERNMENT AT TIME OF AWARD.

ATTACHMENT 4

SUBCONTRACTING PLAN

EP-W-11-017

APPLIES TO LARGE BUSINESS (PRIME) FUNCTIONAL AREA 1

DOCUMENT TO BE PROVIDED BY OFFEROR AND, ONCE APPROVED, INSERTED BY THE  
GOVERNMENT AT TIME OF AWARD

ATTACHMENT 5

FIXED RATE LABOR RATES



RP-W-11-017

ATTACHMENT 6

ITS-BISS LABOR CATEGORY DEFINITIONS

EP-W-11-017

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